

UPE 3-1-1

UNDERGROUND INJECTION CONTROL PROGRAM
MEMORANDUM OF AGREEMENT
BETWEEN
NORTH DAKOTA STATE DEPARTMENT OF HEALTH AND CONSOLIDATED LABORATORIES
DIVISION OF WATER QUALITY
AND
NORTH DAKOTA INDUSTRIAL COMMISSION
ACTING THROUGH
OFFICE OF THE STATE GEOLOGIST

I. Introduction

The North Dakota State Department of Health and Consolidated Laboratories, Division of Water Quality (hereinafter Department), and the North Dakota State Industrial Commission acting through the office of the State Geologist, have entered into this Agreement to delineate the responsibilities of each agency for the ongoing operation of the Underground Injection Control Program (UIC) for Class III injection wells. This Agreement establishes funding, policies, responsibilities, procedures, and guidelines for both departments to effectively administer the UIC Program in the State of North Dakota.

II. State Department of Health and Consolidated Laboratories Responsibilities

A. General

The Department has been designated by the Governor as lead agency for the development of an Underground Injection Control Program. As lead agency, it receives the annual program grant and coordinates the UIC Program to facilitate communication between the Environmental Protection Agency (EPA) and other state agencies having program responsibilities.

B. Funding

The Department will pay the office of the State Geologist a sum not to exceed Eight Thousand Four Hundred Dollars (\$8,400.00) for UIC activities performed during the period July 1, 1991 to June 30, 1992. Payments will be made for actual UIC expenditures using 1422 program funds on a seventy-five (75) percent federal, twenty-five (25) percent state participation basis. This funding is contingent on the Department receiving its yearly UIC grant as proposed by EPA.

C. Sharing of Information

The Department shall promptly inform the office of the State Geologist of any proposed or enacted modifications to laws, regulations, or guidelines and any judicial decisions or administrative actions which might effect the UIC Program and the office of the State Geologist authority to administer the program.

D. Enforcement

The Assistant Attorney General assigned to the Department will assist in any enforcement action against persons in violation of UIC Program requirements, compliance schedules, technical requirements, and permit conditions. This includes violations detected by state or federal inspections.

III. Industrial Commission, Office of State Geologist Responsibilities

A. General

The office of the State Geologist has authority over all Class III injection wells and is responsible for administering the state program for the injection wells under its jurisdiction as outlined in the state UIC Program description.

B. Permitting

The office of the State Geologist is responsible for all permitting procedures as detailed in the state UIC Program description. The State Geologist shall also establish compliance schedules in permits where appropriate and require periodic progress reports regarding compliance schedules and other permit conditions.

C. Compliance Monitoring

The office of the State Geologist shall operate a timely and effective compliance monitoring system to track compliance with permit conditions and program requirements. The office of the State Geologist also agrees to conduct periodic investigations of facilities and activities subject to regulatory requirements and shall make available an index or inventory of all such activities.

D. Enforcement

The office of the State Geologist is responsible for enforcement action against persons in violation of UIC Program requirements, compliance schedules, technical requirements, and permit conditions as described in the application for state primacy. The Department shall be notified of such violations immediately in order to successfully coordinate any enforcement actions taken.

E. Funding

The office of the State Geologist shall provide twenty-five (25) percent of the total documented costs to a maximum of Two Thousand Eight Hundred Dollars (\$2,800.00).

F. Reports

The office of the State Geologist shall submit to the Department all Underground Injection Control Program reports concerning Class III injection wells as outlined in the UIC Program description.

G. Cash Management/Allowable Costs

The State Geologist shall maintain accounting and project records that are sufficient to prepare required reports, trace funds to level of expenditure, provide internal control by progress, provide budget control, assure allowable costs per A87 Cost Principles for State/Local Government and the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements, provide source documentation, and assure proper cash management. Such records shall be made available to NDS DHCL and the federal government for inspection and audit during the contract term and for three years after the date of final payment, unless any litigation, claim, or audit is started before the expiration of three years, then the records shall be retained until such action is satisfied.

H. Aquifer Exemption

Any aquifer exemption designated by the office of the State Geologist shall be submitted to the Department and EPA for approval. If the office of the State Geologist proposes to exempt an aquifer under the criteria of 40 CFR 146.04(b), the designation will be considered a program revision to be reviewed under 40 CFR 145.32(b). If the office of the State Geologist proposes to exempt the aquifer under the criteria of 40 CFR 146.04(c), it shall be submitted as a written request for exemption to the Department and the Environmental Protection Agency.

I. Political Activity

The State Geologist will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or part with federal funds.

J. Civil Rights

The State Geologist shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246 and Executive Order 11375. In accordance with the aforementioned act, no person shall, on the grounds of race, color, national origin, age, handicap, sex, or religion be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by Federal funds.

K. Debarment, Suspension

The State Geologist is advised that his signature on this contract certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction

on any matter involving fraud or official misconduct within the past three years.

L. Drug Free

The subrecipient certifies in accordance with 45 Part 76 that it will provide a drug-free workplace, or in case of an individual, certify that his or her conduct of grant activity will be drug-free.

IV. Audit Responsibility

The office of the State Geologist agrees to keep such financial records as are necessary to fully disclose the complete financial status of the Agreement. These records shall be made available to the Department, or its agents upon request at any time during normal business hours. Further, it is agreed that if the office of the State Geologist has received more than Twenty-Five Thousand Dollars (\$25,000.00) either directly or indirectly from all federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, the office of the State Geologist will submit a copy of the audit upon its completion to the Department. A copy of such law may be obtained from the Department by written request.

V. Changes to the Agreement

Changes to any provision herein will not be effective or binding unless such changes are made in writing and signed by both parties and attached hereto.

VI. Termination of Agreement

This Agreement may be canceled or terminated by mutual consent, by default, or by conditions beyond the control of either party. The party desiring to terminate or cancel must give written notice of its intention thirty (30) days prior to the date of the cancellation setting forth the reasons and conditions of said termination. In case of a termination (partial or complete), payments to grantee or recovery of funds by the grantor shall be in accordance with the legal rights and liabilities of both parties.

VII. Time of Performance

July 1, 1991, through June 30, 1992.


VIII. Lobbying Certification

Contract or award funding will not be used for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

IX. Acceptance

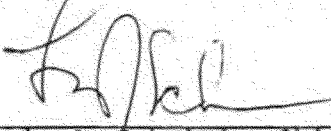
IN WITNESS WHEREOF, the aforementioned parties agree to the conditions and to the documents which are referred to in this Agreement.



Robert M. Wentz, M.D.
State Health Officer
North Dakota State Department of Health
and Consolidated Laboratories

9-17-91


Date



Francis J. Schwindt, Chief
Environmental Health Section
North Dakota State Department of Health
and Consolidated Laboratories

9/13/91


Date



John P. Bluemle, ~~Acting~~ State Geologist
North Dakota State Industrial Commission
Office of the State Geologist

9-6-91

Date



Dennis Fewless, Director
Division of Water Quality
North Dakota State Department of Health
and Consolidated Laboratories

9/13/91

Date